

A. G. Contract No.KR910685TRD
ECS File: JPA 91-26
Project: 089 PN 133 H 2883 01 C
Section: US 89 - Town of Florence

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF FLORENCE

THIS AGREEMENT is entered into 11 June, 1991
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF FLORENCE, acting by and through its Town Council, (the
"Town").

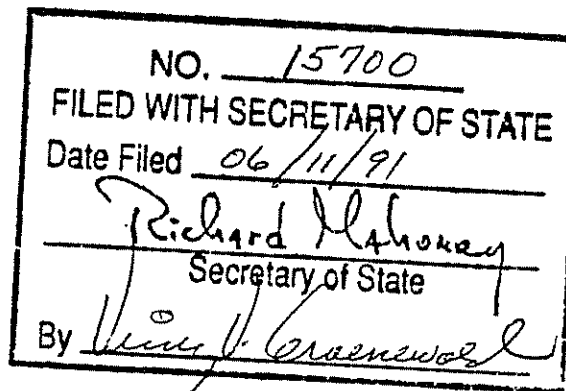
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the
Town to landscape certain areas within the right of way on U.S.
Route 89 (US 89) at the following location:

From centerline roadway station 558+00 to centerline
roadway station 579+00 , a net distance of
approximately 0.38 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the State twenty five (25) percent of the landscape contract cost up to the amount approved in the ADOT construction program.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Florence
Town Manager
133 N. Main Street
Florence, AZ 85232

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF FLORENCE

STATE OF ARIZONA

Department of Transportation

By Wilbur K. Freeman, Jr.
Wilbur K. Freeman, Jr., Mayor

By Robert P. Mickelson
for ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:


By Victoria Celaya
Deputy Town Clerk

JPA 91-26

RESOLUTION

BE IT RESOLVED on this 25th day of February 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Town of Florence for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements to US-89 in the Town.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

1203j/2

RESOLUTION NO. 379

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE DEPARTMENT OF TRANSPORTATION AGREEMENT NO. JPA91-26, (A.G. CONTRACT NO. KR910685TRD) AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA; DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING ON US 80/89.

WHEREAS, the Town has submitted an application for funding for assisted landscaping on US 80/89 from Butte Avenue South to the Canal in an amount not to exceed \$25,000.00 with the Town to provide a 25% contribution not to exceed \$6,250.00, see Exhibit 'A' attached and incorporated herein; and


WHEREAS, said assisted landscaping project requires the Town to enter into an Intergovernmental Agreement with the State of Arizona, Department of Transportation; and

WHEREAS, the Town Attorney has reviewed and approved as to form the agreement provided by the Department of Transportation; and

WHEREAS, the Common Council has considered said agreement and the underlying duties of the Town and decided it is in the Town's best interest to accept the same;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Town Staff are authorized and instructed to do and perform all acts necessary for the Town to enter into Department of Transportation Contract No. JPA91-26 (A.G. Contract No. KR910685TRD).


PASSED AND ADOPTED this 20th day of May, 1991.


Wilbur K. Freeman, Jr.
Mayor

ATTEST:


Town Clerk

APPROVED AS TO FORM:

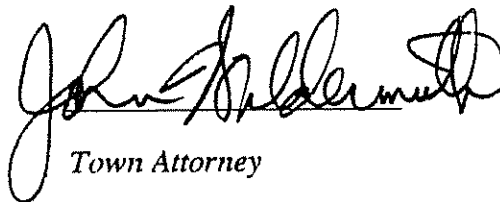

John R. Wildermuth,
Town Attorney

JPA 91-26

APPROVAL OF THE FLORENCE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF FLORENCE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 13th day of may, 1991.


Town Attorney

1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert B. Garbin
XXXXXXXXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR910685TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 30th day of May, 1991.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section